



County of San Bernardino

F A S

**FLOOD CONTROL DISTRICT
STANDARD CONTRACT**

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept. 097	A	Contract Number
County Department Public Works – Flood Control		Dept. 091	Orgn. 091	Contractor's License No. 65-7770 A	
County Department Contract Representative William M. Collins, P.E., Chief		Telephone 387-8983		Total Contract Amount \$9,461,669.02	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:					
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date May 20, 2003	Contract End Date	Original Amount \$9,461,669.02	Amendment Amount
Fund RFD	Dept. 091	Organization 091	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No. 11F01193
RFD	091	091	200	2445	11F01700
Project Name SPILLWAY & DAM FOR SAN SEVAINE BASIN #5 and ETIWANDA CREEK CHANNEL INVERT REPAIR			Estimated Payment Total by Fiscal Year		
			FY 02/03	Amount \$9,461,669.02	I/D

THIS CONTRACT is entered into in the State of California by and between the San Bernardino County Flood Control District, hereinafter called the DISTRICT, and

Name

SEMA CONSTRUCTION, INC.

Address

2 So. POINTE DRIVE, SUITE 295

LAKE FOREST, CA 92630

Telephone

(949) 470-0500

Federal ID No. or Social Security No.

84-1163868

hereinafter called CONTRACTOR

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

ARTICLE I, That for and in consideration of payment and agreements hereinafter mentioned to be made and performed by the District, and under the conditions expressed in the two bonds hereunto annexed, Contractor agrees with the District, at his own proper cost and expense, to do all the work and to furnish all the materials necessary to construct and complete in a good, workmanlike and substantial manner, this project to the satisfaction of the Director of Public Works in accordance with the following:

Plans entitled: Plans for Construction of Spillway and Dam for San Sevaive Basin No. 5 (F01193), I including Etiwanda Creek Channel Invert Repair (F01700). Area: City of Rancho Cucamonga.

Standard Specifications and Standard Plans for the State of California, Department of Transportation, dated July 1992.

Special Provisions entitled: Special Provisions for Construction on Spillway and Dam for San Sevaive Basin No. 5, length: 4400 L.F., Work Order F01193, System No.: 1-802-4E, Including Etiwanda Creek Channel Invert Repair, Length: 809 L.F., Work Order F01700, System No.: 1-701-1D. Area: City of Rancho Cucamonga.

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

ARTICLE II, Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until its acceptance by the District, and for all risks of every description connected with the work; also for expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Project: ***Spillway & Dam for San Sevaine Basin No.5***

W.O. #: **F01193 & F01700**

Limits: ***City of Rancho Cucamonga***

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
<i>Spillway and Dam - Bureau Project - F01193</i>					
1	1.00	LS	Facility for District Personnel	\$ 55,800.00	\$ 55,800.00
2	1.00	LS	Mobilization	\$ 626,230.02	\$ 626,230.02
3	1.00	LS	Traffic Control	\$ 10,200.00	\$ 10,200.00
4	1.00	LS	Clearing and Grubbing	\$ 15,300.00	\$ 15,300.00
5	185,000.00	SY	Dam Foundation Preparation	\$ 0.24	\$ 44,400.00
6	4,710.00	CY	Removal of Concreted RSP (Inlet Spillway)	\$ 4.60	\$ 21,666.00
7	1,160.00	CY	Demolition of Concrete Outlet Spillway	\$ 10.00	\$ 11,600.00
8	1,437,000.00	CY	Dam and Basin Excavation	\$ 0.39	\$ 560,430.00
9	650,000.00	CY	Zone 1 Material (Dam Embankment & Structural Backfill)	\$ 3.44	\$ 2,236,000.00
10	631,000.00	CY	Zone 2 Material (Dam Embankment, Channel Fill, Water Conservation Dike Fill, & Misc. Non-Structural Fill)	\$ 1.15	\$ 725,650.00
11	1,420.00	CY	Zone 3 Material (Concreted RSP, 1/4 Ton, Method B Placement)	\$ 64.00	\$ 90,880.00
12	136.00	CY	Concreted RSP, 1/4 Ton, Method A Placement (Water Conservation Dike)	\$ 110.00	\$ 14,960.00
13	20,400.00	CY	Zone 4 Material (Coarse Aggregate Grading, Permeable Class 2)	\$ 11.00	\$ 224,400.00
14	18,250.00	CY	Zone 5 Material (Water Bound Macadam)	\$ 14.00	\$ 255,500.00
15	3,900.00	Tons	Zone 6 Material (A.C. Type B)	\$ 53.00	\$ 206,700.00
16	465.00	CY	Zone 7 Material (Concreted RSP, Facing Class, Method B Placement)	\$ 82.00	\$ 38,130.00
17	28,400.00	SF	Zone 8 Material (Cellular Concrete Mattress)	\$ 11.29	\$ 320,636.00
18	12,700.00	CY	Zone 9 Material (Concreted RSP, 1/4 Ton, Method B Placement; & reinstalled existing RSP)	\$ 49.00	\$ 622,300.00
19	86.00	CY	Zone 10 Material (Gravel)	\$ 19.00	\$ 1,634.00
20	50.00	CY	Zone 11 Material (Concrete Pavement, Class A)	\$ 380.00	\$ 19,000.00
21	49,500.00	CY	Channel Excavation	\$ 1.34	\$ 66,330.00
22	117.00	LF	12" PVC Toe Drain Pipe	\$ 64.00	\$ 7,488.00

Spillway and Dam - Bureau Project - F01193

23	131.00	CY	Concrete Cut-off Walls (Class D) for Spillway & RC Box	\$ 300.00	\$ 39,300.00
24	542.00	CY	8'W x 10'H RC Box (Classes A & D)	\$ 370.00	\$ 200,540.00
25	8,300.00	SF	Waterproofing (RC Box)	\$ 2.60	\$ 21,580.00
26	4,970.00	CY	Spillway Channel Slab & Footings (Class D)	\$ 260.00	\$ 1,292,200.00
27	1,105.00	CY	Spillway Walls (Class A)	\$ 340.00	\$ 375,700.00
28	1.00	LS	Spillway Underdrain System	\$ 45,300.00	\$ 45,300.00
29	1,340.00	LF	Metal Flume Channels, 11-1/2" x 8"	\$ 45.00	\$ 60,300.00
30	1,735.00	LF	Metal Flume Channels, 24" x 12"	\$ 47.00	\$ 81,545.00
31	3.00	EA	24" Concrete Flared End Section (Class B or Minor)	\$ 830.00	\$ 2,490.00
32	2.00	EA	36" Concrete Flared End Section (Class B or Minor)	\$ 1,100.00	\$ 2,200.00
33	10.00	CY	Miscellaneous Concrete (Class B)	\$ 1,000.00	\$ 10,000.00
34	460.00	CY	Miscellaneous Concrete (Minor)	\$ 390.00	\$ 179,400.00
35	1.00	LS	Concrete Pipe Junction Structure, 24" to 48" (Class A)	\$ 8,900.00	\$ 8,900.00
36	1.00	LS	Water Conservation Dike 42" RCP Inlet Structure (Class A) & Gate	\$ 13,900.00	\$ 13,900.00
37	3.00	CY	Concrete Pipe Collars (Class A)	\$ 310.00	\$ 930.00
38	510.00	LF	24" RCP 1350-D	\$ 91.00	\$ 46,410.00
39	155.00	LF	36" RCP 2000-D	\$ 120.00	\$ 18,600.00
40	32.00	LF	42" RCP 1350-D	\$ 170.00	\$ 5,440.00
41	304.00	LF	48" RCP 1350-D	\$ 110.00	\$ 33,440.00
42	156.00	LF	48" RCP 1500-D (BBRG-C)	\$ 310.00	\$ 48,360.00
43	284.00	LF	48" RCP 2200-D	\$ 150.00	\$ 42,600.00
44	192.00	LF	48" RCP 2500-D (BBRG-C)	\$ 290.00	\$ 55,680.00
45	390.00	CY	Concrete Pipe Encasement (Class A)	\$ 360.00	\$ 140,400.00
46	3.00	EA	Storm Drain Manholes (Class A)	\$ 7,800.00	\$ 23,400.00
47	125.00	CY	Grouted Rock Outlet (48" Basin Inlet Drain) (per Drawing SD-2)	\$ 96.00	\$ 12,000.00
48	1.00	EA	48" Flap Gate	\$ 11,800.00	\$ 11,800.00
49	1.00	EA	Type "A" Pipe Closure (Class A)	\$ 2,500.00	\$ 2,500.00
50	1.00	LS	15" Sewer Line Encasement (Minor) & Protection	\$ 7,500.00	\$ 7,500.00
51	355.00	Tons	Modified Type "C" A.C. Dike	\$ 64.00	\$ 22,720.00
52	213,000.00	SY	Revegetation for Basin Embankment Slopes	\$ 0.37	\$ 78,810.00
53	1,800.00	LF	Type I - 4' Wire Cloth on Chain Link Fence	\$ 19.00	\$ 34,200.00
54	3,350.00	LF	6' Chain Link Boundary Fencing	\$ 15.00	\$ 50,250.00
55	1,420.00	LF	6' Chain Link Channel Fencing	\$ 18.00	\$ 25,560.00

Spillway and Dam - Bureau Project - F01193					
56	1.00	EA	20' Double Drive Gate	\$ 2,100.00	\$ 2,100.00
57	5.00	EA	4' Walk Through Gates	\$ 880.00	\$ 4,400.00
58	4.00	EA	Channel Access Ladders	\$ 1,900.00	\$ 7,600.00
59	39.00	EA	Casings for Crest Monuments and Benchmark	\$ 470.00	\$ 18,330.00
60	2.00	EA	Survey Monument Casings	\$ 470.00	\$ 940.00
61	4.00	EA	Piezometer Wells	\$ 3,100.00	\$ 12,400.00
62	1.00	EA	Staff Gauge	\$ 4,400.00	\$ 4,400.00
63	1.00	LS	Storm Water Pollution Prevention Plan (SWPPP)	\$ 45,700.00	\$ 45,700.00
64	2.00	EA	Project Identification Sign	\$ 1,400.00	\$ 2,800.00
65	6,000.00	LF	Type II - 4' Wire Cloth on Steel Post Fencing	\$ 4.20	\$ 25,200.00
66	12,500.00	LF	Type III - 4' Safety Fence on Steel Posts	\$ 3.60	\$ 45,000.00
Subtotal - F01193:				\$	9,338,059.02

Etiwanda Channel Invert Repair - F01700					
67	1.00	LS	Mobilization (Spec. 10-1.09)	\$ 10,000.00	\$ 10,000.00
68	1.00	LS	Clearing and Grubbing (Spec. 10-1.12)	\$ 950.00	\$ 950.00
69	800.00	LF	Sawcut Concrete (Sec. 15 Caltrans)	\$ 3.10	\$ 2,480.00
70	7,400.00	SF	Concrete Grinding (Sec. 42 Caltrans)	\$ 6.00	\$ 44,400.00
71	60.00	CY	Removal and Disposal of Concrete (Spec. 10-1.10 & 1.12B)	\$ 220.00	\$ 13,200.00
72	7,400.00	SF	Epoxy Surface Preparation/Concrete Cleaning (Manufacturer's Recommendation)	\$ 1.60	\$ 11,840.00
73	7,400.00	SF	Epoxy Resin (Sec. 95 Caltrans)	\$ 2.10	\$ 15,540.00
74	120.00	CY	Class 'D' Concrete Invert (Including Steel Reinforcement) (Spec. 10-1.27 & 1.30)	\$ 210.00	\$ 25,200.00
Subtotal - F01700:				\$	123,610.00

CONTRACT TOTAL:				\$	9,461,669.02
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ARTICLE III. The District hereby promises and agrees with Contractor to employ, and does hereby employ, Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and thereby contracts to pay the same at the time, in the manner and upon conditions above set forth, and the said parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV. Contractor may, upon written request and at their expense, deposit substitute securities found in Government Code Section 16430 as authorized by Public Contract Code Section 22300 in lieu of retention monies withheld to insure performance.

ARTICLE V. It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VI. The Notice to Contractors of the Special Provisions with special attention to the Emerging Small Business Enterprise Program, District Attorney’s Child Support Compliance Program, Conflict of Interest, Former County Officials and prevailing wages is, by specific reference hereby, a part of this contract.

ARTICLE VII. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250 Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County Policy and other applicable federal, state and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

ARTICLE VIII. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IX. By my signature hereunder, as Contractor, I certify that I am aware of the provisions and requirements of Sections 1777.5 and 1777.7 of the Labor Code relating to apprenticeship standards; and that I accept responsibility for compliance with the provisions of Section 1777.5 for all apprenticeable occupations pertaining to performance of work under this contract.

ARTICLE X. By my signature hereunder, as Contractor, I agree that District has the right to review, obtain and copy all records pertaining to performance of the contract. I agree to provide District with any relevant information requested and shall permit District access to company's premises upon reasonable notice for purposes on interviewing employees and inspecting records. I shall maintain all project records for at least three (3) years after final payment under the contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands.

COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____

Deputy

SEMA CONSTRUCTION, INC.
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name W. H. HINTON, II
(Print or type name of person signing contract)

Title PRESIDENT
(Print or Type)

Dated: _____

Address 2 So. Point Drive, Suite 295
Lake Forest, CA 92630

Approved as to Legal Form
► _____
County Counsel
Date _____

Reviewed by Contract Compliance
► _____
Date _____

Presented to BOS for Signature
► _____
Department Head
Date _____